EXHIBIT B

Raytheon

Raytheon Technical Services Company LLC 22265 Pacific Blvd. Dulles, VA 20166 United States

MEMORANDUM OF UNDERSTANDING (MOU) - LONG TERM ASSIGNMENT

May 1, 2011

Darrell J. Robinson

Cost Center: 28517 Employee No.: 1074953

This Memorandum of Understanding ("MOU") details our mutual understanding of the terms and conditions regarding your international assignment. The terms listed in this MOU is based on Raytheon's Long Term International Assignment Policy 000000210-RP. Raytheon Technical Services Company, LLC ("RTSC or the "Company") reserves the right to unilaterally after the MOU as necessary to conform to new or revised RTSC policies or practices, modifications to the applicable government contract, and/or other changes to Company or customer expectations, business needs, or requirements.

You will be assigned to provide contract-specific services on the WarFighter FOCUS Contract W900K-07-D-001 (hereinafter "Contract" or "Program") awarded to RTSC by the Department of the Army in Camp Buhering, Kuwait as a **Manager I, Project Management/Planning Operations (A04)**. You will report to John D. Czibik. Your point of origin for policy purposes will be **Orlando, FL/USA**.

This MOU is not intended to create a contract of employment and does not obligate either you or RTSC to continuing the employment relationship for a specified period of time. Your employment with RTSC is "at will." You are free to resign at any time, for any reason, with or without notice. RTSC is likewise free to conclude the employment relationship at any time. While you will continue to be employed by RTSC as an "at-will" employee, you acknowledge that this temporary international assignment is a continuation of your previous international assignment which began on May 1, 2008. This assignment is expected to last for one (1) year from on or about May 1, 2011, plus the potential for additional option years contingent upon Customer funding.

This MOU and your offer letter constitute your entire agreement with the Company regarding your employment. As such, these documents represent the complete agreement and supersede all contemporaneous and prior oral or written promises, understandings, and agreements regarding your employment. This Agreement may only be amended or modified in writing.

This offer and your continued assignment in this position are contingent upon host country government approval of visa, work and residency permits or a determination of an exemption from these requirements under a Status of Forces Agreement (SOFA) or similar bi-lateral agreement. Employment is not permitted until proper travel documents (visa, letter of invitation, etc.) and/or work authorization has been obtained. RTSC will assist you with this process. It is also required for you to receive within a reasonable period of time and maintain for the duration

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of this program and/or your assignment the required level of security clearance. A **Secret** clearance is required for this position under the Contract. You are also required to meet the medical requirements for this position as explained below.

RTSC will assist you in assembling the proper documents and will cover the costs associated with processing the documentation required above. It is your responsibility to provide RTSC with complete and required information in a timely fashion. Any costs associated with acquiring this required paperwork will be paid for directly or reimbursed to you by the Company.

A. POINTS OF CONTACT

In order to ease the transition while on assignment, RTSC will designate the following

individuals to assist y	σu	ı,
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individuals <u>to s</u>	assist you:		
Name	Functional Area	Telephone	Email
Jennifer	RTSC IHR	+1 (571)250-	Jennifer_M_Henne@Raytheon.com
Henne		3814	
Kristy Milock	IHR (incl. Payroll	+1 (757)286-	Kristy_S_Milock@Raytheon.com
14.14.4	questions)	6403	
Sharon	HR Manager	+1 (321)235-	Sharon_K_Jones@Raytheon.com
Jones		179 <u>1</u>	
Patty	HR Generalist	+1 (407)207-	Patty_Y_Dinsmore@Raytheon.com
Dinsmore		9413	
Sobia Hasan	Project	+1 (321)235-	Sobla_A_Hasan@raytheon.com
	Management	1784	
	Liaison		
Angela	Project	+1 (407)207-	Angela.Anthony@Raytheon.com
Anthony	Management	1287	
	Liaison		
Kate Kelley	Global Health	+1 (571)250-	Kate_Kelley-NR@raytheon.com
,		3 <u>860</u>	
Margaret	RTSC Benefits	+1 (571)250-	Margaret_O_Collenberg@Raytheon.com
Collenberg _	Manager	3845	
	Raytheon Benefits	+1(856)651-	rbcmail@eds.com
	Center	4309	The state of the s
Stanley	REEL Coordinator	+1 (703)295-	Stanley_L_Wright@Raytheon.com
Wright		2315	
Matthew	Security	+1 (781)238-	Matthew_E_Rhind@raytheon.com
Rhind		2441	
. 3/11/7	Raytheon Hot Line	+1 (781)890-	Raytheon 24/7 Call-in Center at
		1595	978.253.2300

Your specific assignment objectives and job responsibilities are to be discussed with your current manager and agreed upon prior to employment start.

Your manager will be responsible for your performance and evaluation, any salary increases, and any other job specific issues during your international assignment.

B. ASSIGNMENT STATUS: Unaccompanied

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C. MEDICAL CLEARANCE

RTSC is committed to providing a safe, healthy, and productive work environment. In this regard, this assignment is contingent upon you meeting the Company's medical requirements for the position as determined by a pre-employment medical assessment, which will include a drug test to determine the presence of illegal or unauthorized drugs in your system.

In addition, you are also required to meet the Customer's medical and dental requirements. We have attached a summary of the Customer's medical and dental requirements under CENTCOM for your review. Please note these are the Customer's current medical and dental requirements, and they are subject to change without notice. The Customer may conduct a separate medical evaluation after RTSC has completed its medical assessment. The initial medical evaluation by the Customer takes place at the CONUS Replacement Center (CRC) at Fort Benning, GA or other CRC location.

Please be advised that, based on our current understanding, the Customer requires that individuals be "revalidated" if they take leave (such as home leave) or are otherwise away from their assignment for more than thirty (30) days. In other words, you would need to meet the Customer's medical and dental requirements again when you return to your assignment if your leave exceeds thirty (30) days.

If you fail to pass the Company's and/or the Customer's medical assessments, including the drug test, our offer of employment will be withdrawn. If you accept this conditional offer of employment, arrangements will be made for you to complete the employment medical assessment and the drug test.

If you are hired into the Company while outside the United States and are unable to return to the United States or another international location to complete all of the medical requirements, then your continued employment with RTSC is contingent upon you completing the required immunizations and drug test upon your first rotation back to the United States.

D. WORK HOURS/HOLIDAYS/TIME REPORTING

Your standard work hours will be seventy-two (72) hours per week, seven (7) days per week while you are in the host location and forty (40) hours per week when you are on PTO or working outside of the host location. You will observe local working hours and public holidays and will continue to accrue paid time off in accordance with Company policy. Should a local holiday be observed, it should be considered a substitute for a home country holiday. You will not be paid for any holidays taken in excess of the total number of US holidays observed by the Company based on your benefit code. You will continue to be responsible for using the US timekeeping system to report your standard work hours.

E. TAXES

As a US citizen or permanent resident on long-term international assignment, you will remain subject to Federal and State income tax withholding. If you receive additional assignment allowances or other taxable assignment benefits, these will be added to your taxable compensation in accordance with IRS reporting requirements. The IRS Code Section 911,

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Foreign Earned Income and Housing Exclusions, allows an individual who qualifies for the exclusions to exclude up to the stated limits of the exclusion from US federal tax (some states also recognize the exclusion). While on international assignment, all US citizens and permanent residents are still required to file US tax returns. For information about federal taxes and filing requirements while on international assignment, please refer to IRS Publication 54: Tax Guide for U.S. Citizens and Resident Aliens Abroad (http://www.irs.gov/publications/p54/index.html). State requirements vary by individual state and employees are encouraged to seek tax advice with regard to state residency withholding/filing requirements prior to departure. You are responsible for the payment of all income taxes and filing all required tax returns.

At this time, you are not subject to host country taxes. An individual's tax situation in the US and foreign country may change over time and it is your responsibility to understand and comply with all applicable tax laws both in the US and host country. Should an exemption from host country taxes change or be revoked, the Company will be required to place you on host country tax withholding. All personal income taxes, whether home or host, remain your responsibility.

You will be provided with a tax briefing to assist you with understanding your home country tax obligations while living outside the United States. Should you have any questions on any withholding requirements, please consult your personal tax advisor. Please note that RTSC may not give out tax advice.

Corporate Policy number 000000176-RP - Tax Equalization does not apply to this contract.

F. UNEMPLOYMENT INSURANCE REPORTING.

For unemployment insurance reporting purposes for expatriates working outside the United States, the Company is required to report their employment wages to the Commonwealth of Virginia per Virginia Unemployment Compensation Code Section 60.2-216.

Please note: the state used for unemployment insurance reporting should <u>not</u> be confused with state income tax requirements, which are based on your state of legal residency.

G. COMPENSATION AND ASSIGNMENT ALLOWANCES

While on international assignment, you will remain on the US payroll and in the RTSC compensation and benefits programs based on your current benefits elections. Your pay will be deposited into your designated US bank account. If discrepancies are noted in your paycheck, report them to your HR Generalist immediately, so corrective action can be taken. Please see Attachment 1: Summary of Allowances for Overview.

1. Hardship Premium (HP): In view of the difficult conditions, lack of amenities and/or excessive physical hardships you may encounter, a Hardship Premium which is a % of your current base salary, based on your standard seventy-two (72) hour workweek, will be provided, less appropriate withholding amounts. The HP begins the first day of your international assignment and will be discontinued on the day of departure from your country of assignment or on your last day worked if you elect to remain in-country. The HP is reviewed and may be adjusted on a quarterly basis. The HP will not be paid while you are on home leave or prolonged travel of one (1) week or greater outside of the international assignment location. The HP will be stopped or amended when

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you arrive at your home leave/prolonged travel destination and will be restarted when you return to your original city of assignment.

Cost of Living Allowance (COLA): You will receive a Cost of Living Allowance (COLA).
The COLA is provided to help offset the higher cost of goods and services between the
US and the host location and is based on the amount listed in the Department of State
(DOS) Per Diem, Travel and Transportation Allowance tables for the Assignment
Location.

Amount of Allowance – The amount is based on a percent of spendable income per the DOS Spendable Income Tables. This allowance will fluctuate due to a variety of factors and may be reviewed on a quarterly basis. The current annual COLA based on the spendable income for your base salary and family size is listed in Attachment 1.

Payment of Cost-Of-Living Allowance — This allowance will be paid through the biweekly payroll on a pro-rated basis and will commence on the date that you move out of a hotel and into a service apartment or longer term housing. COLA will not be paid while you are on home leave or prolonged travel of one (1) week or greater outside of the international assignment location. The COLA will be stopped or amended when you arrive at your home leave/prolonged travel destination and will be restarted when you return to your original city of assignment. The allowance will be discontinued on the day of departure from the longer term housing at the host location at the conclusion of the assignment. Cost of Living Allowances do not apply to PTO days or legacy vacation taken after completion of assignment.

- Personal Transportation; Transportation will be provided to/from work by the US military.
- 4. Accommodations: Lodging will be provided by the US military.
- 5. <u>Home Leave Allowance</u>: You will be eligible for home leave allowance after the completion of the first six (6) months of continuous international service, provided at least two (2) months remain on your assignment. The Company will pay you an allowance of \$2000. This allowance will be paid via payroll upon receipt of the paid itinerary by International HR (IHR).

You will use your earned PTO for this leave. You must receive management approval for the timing and duration of the leave period. This is a taxable benefit and will be imputed taxable income. It is subject to the same tax laws as all other income earned during your assignment. Cash-in-lieu of transportation may be authorized. Proof of travel is required. Since you will not be paid for the Hardship Premium and Danger Pay Premium while on home leave or prolonged travel of one (1) week or greater, you are required to notify IHR as soon as you make your home leave reservations to ensure these uplifts are adjusted accordingly.

H. BENEFITS

Your existing RTSC benefit elections will remain in effect and may only be changed in accordance with the terms of the applicable plans if there is a qualifying event, including expatriation/repatriation. This means, that you will be able to change medical and/or dental

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plans within thirty (30) days of expatriation. Please see Attachment 2: Benefit Coverage. Please contact your HR Partner with any questions you may have regarding your coverage.

- 1. Global Choice Medical Insurance: RTSC offers international medical coverage through Global Choice (Cigna International) for its long-term expatriates who are eligible for medical insurance benefits. This plan also provides coverage through the Cigna network for family members who remain in the United States. If you are a new employee and you do not make an election, you will be defaulted into Employee Only coverage in the Global Choice Medical and MetLife Low Option Dental Plans. If you are currently employed by Raytheon, you will receive a confirmation statement from the Raytheon Benefit Center outlining your benefits.
- 2. <u>Basic Life Insurance</u>: Raytheon automatically provides you with company-paid basic life insurance equal to one times your annual base pay as of the first day that you are actively at work.

Under current law, if the amount of your company-paid basic life insurance coverage is more than \$50,000, the added value of the premium for that portion of your coverage over \$50,000 is considered taxable income for purposes of federal income and Social Security taxes. This imputed income is reflected on your annual W-2 earnings statement each year for federal income tax purposes. Social Security and FICA taxes are withheld accordingly. If your current base salary is \$50,000 or more, you may avoid paying taxes on your basic life insurance coverage by capping your coverage at \$50,000 at the time you enroll in your other benefits or by calling the Raytheon Benefit Center at 800-358-1231 or +1(856)651-4309.

- 3. Optional Life Insurance: You may purchase optional life insurance coverage for yourself equal to one to eight (8) times your annual base pay. If you do not already carry the maximum eight (8) times base pay in life insurance, you may apply for employee optional life insurance any time during the year. In this case, you must provide a Statement of Health if you apply for any amount of coverage. Optional Life insurance is also available for spouses/same sex domestic partners and eligible children.
- 4. Short Term Disability (STD): Raytheon automatically provides you with company-paid basic short-term disability (STD) coverage, which provides income replacement equal to 60% of your weekly base pay when you are disabled for up to 10 weeks, which includes a five day waiting period. To supplement your company-paid coverage, you may purchase additional coverage equal to 25% of your base pay. This brings your total STD coverage amount to 85% of your weekly base pay. You pay the full cost for this additional coverage.
- Long-Term Disability (LTD): You have the option of electing long-term disability (LTD) coverage, which provides you with benefits when an illness or injury keeps you out of work for more than 10 weeks. You may choose LTD coverage equal to either 50% or 60% of your basic monthly earnings.
- Life Resources: The LifeResources Program is RTSC's integrated Employee Assistance Program (EAP) and work/life resource and referral program. Offered through United Behavioral Health, Life Resources provides employees and their household members

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with free, confidential counseling resources worldwide and worklife resources and referral resources to family members in the US. You may contact LifeResources by phone or via the Internet 24 hours a day, 7 days a week. The toll-free telephone number is 866-640-7008 or internationally +44-1865-397-221 (UK) or log on to www.liferesourcesray.com.

- The Company Emergency Medical Evacuation Coverage/Repatriation of Remains: The Company maintains insurance to provide emergency medical evacuation in the event of a medical emergency beyond the capabilities of the onsite health care providers as well as for repatriation of remains. In case of emergency medical evacuation, so that there is no out-of-pocket employer cost for this insurance, you must contact Chartis (+1 (715)295 out-of-pocket employer cost for this insurance, you must contact Chartis (+1 (715)295 out-of-pocket employer cost for this insurance, you must contact Chartis (+1 (715)295 out-of-pocket employer cost for this insurance, you must contact Chartis (+1 (715)295 out-of-pocket employer cost for this insurance, you must contact Chartis (table). You will be responsible to file medical claims and pay your coinsurance for your medical care just as you would do if you were in the U.S.
- 8. Accidental Death and Dismemberment (AD&D) Insurance and Business Travel Accident Insurance: Raytheon purchases one multiple of your base pay in AD&D coverage on your behalf and you are eligible to purchases Business Travel Accident coverage equal to your own cost. Raytheon also purchases Business Travel Accident coverage equal to four times your base pay at no cost to you.
- Oritical Illness and Death: In the event of the imminent death or death of your spouse, mother, father, son, daughter, brother, or slater, or those same relatives of your spouse while you are on this international assignment, you will be responsible for all travel expenses; however, you will be eligible for up to three (3) days of bereavement leave, which should be charged to your finge cost center and activity type B5, and two (2) travel days. Please check with your manager for the appropriate charge code for the two (2) travel days. Other emergency leave will be charged to PTO or leave without pay and will be governed by applicable Company policies and must be approved in advance by program management.
- 10. <u>Defense Base Act (DBA) Coverage</u>: Please see Attachment 3: Defense Base Act (DBA) Coverage.
- A1. <u>Crisis Evacuation:</u> Please contact your local Site Lead or Environmental Health & Safety Manager for local evacuation procedures and carry important contact numbers with you at all times. RTSC Global Security Services (GSS) has partnered with International SOS to provide services for individuals who may be in harms way due to social or political unrest, natural disaster, etc. In the event that a situation arises that would require an emergency evacuation, contact the Security Director at +1 (781)522-3336 or +1 emergency evacuation, contact the Security Director at +1 (781)629-9521 (cell).
- I. END OF ASSIGNMENT

pnajuesa travel expense reporting system (WebTE):

1. <u>Air Transportation</u>: Air travel to the international location will be provided either by military transport or economy class ticketing. As a U.S. government contractor, Raytheon is required to follow the Federal Acquisition Regulation (FAR), which includes

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complying with the Fly America Act. The Fly America Act stipulates that contractors must use U.S.-flagged air carriers for U.S. government-financed international air travel.

- 2. Excess Baggage: The Company will reimburse the cost up to two (2) excess pieces of baggage not to exceed a total of 100 lbs.
- 3. <u>Completion Bonus</u>: Due to the government no longer funding annual completion bonuses, you will not receive any completion bonus for this assignment.

J. EMPLOYEE CONDUCT IN THE COUNTRY OF ASSIGNMENT

If you are assigned to an international location as an employee of RTSC, you, in effect, become a Company representative. Your conduct and behavior, both at work and at home, have a direct impact on the Company. Many foreign governments have enacted stern laws addressing drug abuse and other crimes and treat offenders with a severity that is difficult for US citizens to comprehend. In view of the foregoing, it is important for you to understand that the United States Government and RTSC have extremely limited ability to intercede on behalf of RTSC employees who are arrested overseas. Therefore, in case an employee is known or suspected to be in violation of host-country laws, it may be necessary for the Company to attempt to remove the employee permanently from the country so as to protect both him or her and the Company.

In addition, RTSC and all of its global employees are subject to the Foreign Corrupt Practices Act (FCPA), which in general prohibits improper payments to foreign officials. For a quick "Lay-Person's Guide to FCPA", please visit: http://www.justice.gov/criminal/fraud/fcpa/.

As a part of your in-processing and prior to your deployment to the international location, you are required to complete the Raytheon Ethics Training module: <u>DBA216-A72 Understanding the Foreign Corrupt Practices Act (Fusion)</u>. You may access this training at: https://ethics-lrn.raytheon.com.

As an employee of RTSC on an international assignment, you may also be subject to additional customer or project specific rules of conduct or security regulations that must be observed. Violation of the standards of conduct addressed in such rules or any other unacceptable conduct in violation of the Company's rules and regulations or policies or which may be detrimental to the interests of the Company, its customers, or its employees in any way, may subject you to disciplinary action, recall from foreign assignment, and/or discharge.

For more information about the specific country of your assignment, please see the following attached documents:

Attachment 4: Battlefield Disclosure

K. INVOLUNTARY TERMINATION OF ASSIGNMENT

Notwithstanding the anticipated minimum period of this temporary international assignment, the Company reserves the right to terminate your employment for any reason. If, in the Company's sole discretion, it is deemed to be in the best interests of the Program to which you are assigned or if there is no funding on the contract, your employment may be terminated. If it becomes

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necessary to terminate your employment for reasons other than misconduct or unsatisfactory performance while on this international assignment, you will be returned to your point of origin under the same conditions as though you were completing the assignment and returning home. If you are terminated because of misconduct or unsatisfactory performance, RTSC shall have no further obligations stated in this MOU and you will not be eligible for a completion bonus (if applicable). Furthermore, if you are terminated for misconduct or unsatisfactory performance prior to twelve (12) months from the assignment start date, you expressly authorize the Company to offset the amounts of moving, transportation, and other personal expenses advanced hereunder against any sums due you at the time of termination, and upon demand you will repay the Company the amount by which such advances may exceed such sums due you.

L. VOLUNTARY TERMINATION OF ASSIGNMENT

As an at-will employee, you may resign from your employment at any time. If, however, you voluntarily elect to terminate your assignment or employment prior to the satisfactory completion of your assignment at the host location, then all costs associated with your return and relocation will be at your own expense. Your resignation will automatically release RTSC from any and all obligations stated in this MOU. Similarly, if you elect to remain at the host location after successful completion of your assignment in a status other than as a continuing employee of RTSC, then RTSC shall have no further obligations under this MOU.

M. FINANCIAL OBLIGATIONS

Whether your termination is by satisfactory completion of assignment, involuntary termination or voluntary termination, you agree to accept full responsibility for ensuring that all financial obligations to the Company and/or host country are met and you further agree that the Company may withhold from any wages or monies owed to you the amount of your indebtedness to the Company and/or the host country. You agree to repay, upon demand, the amount, if any, by which such indebtedness exceeds the amount withheld by the Company. Additionally, you acknowledge that you are responsible for repaying any overpayments of pay or allowances and you hereby agree that any such amounts may be deducted from your future paychecks. You further agree to indemnify and hold RTSC Company harmless from any expenses incurred by the Company resulting from your failure to fulfill these obligations.

Upon repatriation, all requests for expense reimbursement as provided for in this MOU and all supporting documentation must be submitted within sixty (60) days of repatriation.

N. RAYTHEON ENTERPRISE LOCATOR SYSTEM (REEL)

As a Raytheon employee, you and your dependents (if applicable) on international assignment are required to have your contact information and travel itineraries for business and personal travel posted on the Raytheon Enterprise Locator System (REEL). Each Business within the Company is assigned a REEL System Coordinator who is responsible for making sure international travel information is entered into the REEL database in a timely and accurate manner. Please be sure to contact your coordinator with your travel information prior to your relocation date.

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Travel restrictions are in effect for certain parts of the world. For a detailed explanation of Raytheon international travel requirements, please log on to the Raytheon Global Security services Home Page or contact the Security Director (see Points of Contact).

All travel associated with your assignment will be coordinated and approved by Management. It is imperative that you provide points-of-contact and keep management informed of your travel itinerary, any itinerary changes, and your arrival at the destination location.

O. TECHNICAL DOCUMENTS

RTSC strictly complies with U.S. Government regulations controlling the export and import of technical data. If you intend to take technical documents from home base or to request transmission or shipment of technical documents to you in your country of assignment, you must obtain prior approval first from 1) your Program office and 2) RTSC Export/Import Operations. Also, you are responsible for all technical documents that come into your possession while on international assignment. If you are succeeded in the same position, you are responsible for accounting for all technical documents and presenting a list of documents to your successor for signature with a copy to the Program Office. You are not permitted to disclose such technical documents or technical data/information to any foreign companies/subcontractors or any foreign nationals persons under any circumstance.

P. INTERNATIONALTRAVEL/EXPORT/IMPORT OPERATIONS (EXIM):

All RTSC employees travelling internationally from the U.S.A. must first comply with EXIM Standard Number 5 and complete the related EXIM .05F, Export Compliance Questionnaire and Certification Form for International Travel. Prior to travel, the questionnaire shall be provided to the EXIM contact identified on this MOU. Additional forms may be required based on the answers provided on the questionnaire. These forms, and any required EXIM approvals, must be completed one (1) week prior to departure from the U.S.A. Please see Section A. Points of Contact.

For additional information and forms, please go to: http://home.ray.com/export_import/export/index.html

Q. GOVERNING LAW/VENUE

The courts within the Commonwealth of Massachusetts in the United States, whether state or federal, shall have exclusive jurisdiction over disputes concerning this Agreement or its interpretation except for that body of law pertaining to conflict of law, regardless of the physical location of the parties at the time the Agreement is signed. Any legal action which is in any way connected with this Agreement or your employment by the Company must be instituted in such courts. By signing this Agreement, you consent and submit to jurisdiction there.

R. DATA PRIVACY

Assignment related data (including personal, employment-related, and family information) will be collected and stored in the Company's Human Resources files for security and administration reasons. For host country compliance or Company internal and external audit reporting requirements, this data may be transferred across international boundaries. By

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signing this letter, you agree to allow the Company to use this data as described above. The Company will store all data in a confidential and secure environment.

S. EMPLOYMENT

Notwithstanding the anticipated period of this assignment, you remain an employee "at will", which means that the employment relationship may be terminated at your option or the Company's option at any time, for any reason or no reason, with or without cause, and with or without notice. The MOU is not intended to and does not create an express or implied employment contract. The MOU is simply intended to provide you with information and guidance regarding this temporary international assignment. The Company reserves the right to unilaterally alter the MOU as necessary to conform to new or revised Raytheon policies or practices, modifications to the applicable government contracts, and/or other changes to Company or customer expectations, business needs, or requirements. The Company further reserves the right to change your compensation, benefits, duties, assignments, responsibilities, or the geographical location of your job at any time and for any reason, with or without notice.

T. EXCEPTIONS TO POLICY OR CHANGES THIS AGREEMENT

By signing the MOU, you are acknowledging that the provisions of the MOU may be changed by the Company in its sole discretion at any time. Any amendments or modifications to the MOU must be in writing signed by an authorized representative of the Company. The final interpretation of the MOU is the exclusive responsibility of management. Unless you are informed in writing, there will be no express or implied exceptions to Company policy or this MOU.

By signing below you hereby acknowledge that you have received a copy of the MOU and have carefully read and fully understand the benefits, allowances and guidelines concerning your international assignment as set forth therein. You further understand that you are an "at will" employee, and that you or the Company may terminate the employment relationship at any time and for any reason, with or without cause.

Employee Signature & Date	Human Resources Signature & Date
Program Manager Signature & Date	International HR Signature & Date

Attachment 1: Summary of Allowances

Attachment 2: Benefit Coverage

Attachment 3: Defense Base Act Provisions

Attachment 4: Battlefield Disclosure